THE NAVAJO NATION



Kelsey A. Begaye, President

Taylor McKenzie, M.D., Vice-President

Ms. Patty Stonesifer, Co-Chair & President BILL & MELINDA GATES FOUNDATION Post Office Box 23350 Seattle, Washington 98102

RE: Acceptance of Gift of Computer Software and Hardware from the Bill and Melinda Gates Foundation

Dear Ms. Stonesifer:

On behalf of the Navajo Nation, I am writing to accept the gift of computer software and hardware from the Bill and Melinda Gates Foundation for use by each of the Navajo Chapters listed in Exhibit A, which is enclosed. Also enclosed is a copy of Government Services Committee Resolution GSCMY-41-01, which concurs with the acceptance of this gift, as required by Navajo law.

This gift is accepted with the understanding that it will be used to expand public access to computers and the Internet and, to the extent each of the Navajo Chapters listed in Exhibit A is participating in a library cataloging program co-sponsored by the Foundation and the New Mexico State Library, to provide such Navajo Chapter with library cataloging software and hardware.

The Navajo Nation will coordinate annual reports through the Executive Director of the Division of Community Development as to the use of this gift for the public purposes stated above during the next three years.

The Navajo Nation is a tribal government treated as a "state" for purposes of Section 170 of the United States Code pursuant to Section 7871(a) of the Code and Revenue Procedure 83-87, as modified as of the date of this letter. Furthermore, the Navajo Nation will immediately notify the Foundation if it ceases to be a tribal government treated as a "state" for purposes of Section 170 of the Code pursuant to Section 7871 of the Code and Revenue Procedure 83-87, as modified as of the date of this letter.

Ms. Patty Stonesifer

RE: Acceptance of Gift of Computer Software and Hardware from the Bill and Melinda Gates Foundation

Page 2 of 2

We very much appreciate this generous gift from the Bill and Melinda Gates Foundation which will provide much-needed access for the Navajo people to computers and the "new world" of the Internet through their Chapter governments.

Sincerely,

Kelsey A. Begaye, President

The Navajo Nation

Enclosures: GSC Resolution w/ Attachments: (A-List of Chapters,

B-Report Form, C-TCDC Resolution & D-President's

Acceptance Letter)

xc: Chapter Presidents (w/ Enclosures)

: Benjamin Jones, Executive Director (w/ Enclosures)

Division of Community Development

RESOLUTION OF THE TRANSPORTATION AND COMMUNITY DEVELOPMENT COMMITTEE OF THE NAVAJO NATION COUNCIL

Recommending that the Government Services Committee of the Navajo Nation Council Concur With the Acceptance of a Gift of Internet Connectivity Hardware and a Cash Grant for Internet Services for Navajo Chapters From the Bill and Melinda Gates Foundation Totaling \$937,588.00

WHEREAS:

- 1. Pursuant to 2 N.N.C. Section 420, the Transportation and Community Development Committee of the Navajo Nation Council is established and continued as a standing committee of the Navajo Nation Council; and
- 2. Pursuant to 2 N.N.C. Section 423(B)(3), the Transportation and Community Development Committee of the Navajo Nation Council oversees and periodically reviews the overall function of the Division of Community Development to ensure that the purposes and objectives are properly and timely achieved; and
- 3. Pursuant to 2 N.N.C. Section 421(C), the Transportation and Community Development Committee of the Navajo Nation Council has, as one of its purposes, "to promote development of chapter government which enhances local self government"; and
- 4. The Bill and Melinda Gates Foundation has awarded a gift of Internet connectivity hardware and a cash grant for Internet services under the terms of a grant agreement contained in Exhibit "1" for each of the Navajo Chapters listed in Exhibit "2", attached hereto and incorporated herein by reference; and
- 5. The Division of Community Development will oversee the payment of grant funds to OnSat for continued Internet services during the grant period using the budget listed in Exhibit "3", attached hereto and incorporated herein by reference; and
- 6. The Navajo Chapters have agreed to utilize these gifts for public purposes and to provide annual reports to the Bill and Melinda Gates Foundation during the next three years on a report form, attached as Exhibit "4" and incorporated herein by reference; and
- 7. These gifts from the Bill and Melinda Gates Foundation will promote the development of chapter government; and

8. The Transportation and Community Development Committee of the Navajo Nation Council has determined that it is in the best interest of the Navajo Chapters and the Navajo people to accept these gifts.

NOW THEREFORE BE IT RESOLVED THAT:

- 1. The Transportation and Community Development Committee of the Navajo Nation Council recommends that the Government Services Committee of the Navajo Nation Council concur with the acceptance of gifts of Internet connectivity hardware and a cash grant for Internet services under the terms of the grant agreement contained in Exhibit "1" for Navajo Chapters from the Bill and Melinda Gates Foundation, listed in Exhibit "2".
- 2. The Transportation and Community Development Committee of the Navajo Nation Council further recommends that the Government Services Committee of the Navajo Nation Council approve the report form, attached as Exhibit "B", and authorizes the President to sign the grant agreement contained in Exhibit "1" on behalf of the Navajo Nation Chapters.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Transportation and Community Development Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and the same was passed by a vote of a 6 in favor, 0 opposed, and 0 abstained, this 20th day of November, 2001.

Lawrence T. Morgan, Chairperson Transportation and Community Development Committee of the

Navajo Nation Council

Motion: Joe Salt

Second: Mark Maryboy

GRANT AGREEMENT between THE BILL & MELINDA GATES FOUNDATION and the Navajo Nation

Grant Number NA-99-86515-03-B

This Agreement is by and between the grantor, the Bill & Melinda Gates Foundation ("the Foundation"), and the Navajo Nation, which tribal government is treated as a "State" for purposes of Section 170 of the Internal Revenue Code of 1986, as amended (the "Code") pursuant to Section 7871(a) of the Code and Revenue Procedure 83-87, as modified as of the date hereof.

Purpose of the Grant

The general purpose of this grant (the "Grant") is to expand public access to computers and the Internet. The Navajo Nation, with the assistance of the Foundation, has considered multiple Internet Service Providers (ISPs), including a survey of those ISPs. Based on the survey, the Navajo Nation has independently selected OnSat Network Communications ("OnSat") to provide Internet connectivity at the chapter level throughout the Grant Period (as defined below) and continuing past the Grant Period for the chapters that so desire. The express and sole specific purposes of this Grant undertaken by the Foundation solely in furtherance of the charitable purposes set out above, therefore, are (i) to fund the Navajo Nation's payment obligations to OnSat for the connectivity services to be provided in accordance with the service agreement entered into between the Navajo Nation and OnSat, (please refer to Exhibit 1) and (ii) to provide to the individual Navajo chapters satellite and other equipment necessary for the utilization of such Internet connectivity services at the chapter level.

Terms and Conditions of the Agreement

The terms and conditions of this Agreement are as follows:

- 1) The total amount of the Grant is \$ 937,588.00, consisting of (a) cash in the sum of \$239,800.00 paid directly to the Navajo Nation and (b) equipment for use by the individual Navajo chapters as described in Exhibit 2 hereto and having a total value of \$697,788.00. Payment for this satellite equipment will be made directly to OnSat as requested by the Navajo Nation. Grant Funds will be released upon receipt of a countersigned grant agreement between the Navajo Nation and the Foundation and a copy of the signed service agreement between the Navajo Nation and OnSat.
- 2) The "Grant Period" shall be a term commencing upon the execution of this Agreement and terminating July 31, 2004.
- 3) All of the cash funds granted to the Navajo Nation are to be used solely for, the purposes described above. Use of any portion of the Grant funds, including any interest earned thereon, for any other purpose must have the prior written approval of the Foundation. Changes in the expenditures constituting less than ten percent of the total cash portion of this Grant may be made by the Navajo Nation without prior notice to the Foundation, provided that any such alternative expenditures must be for the sole purpose of expanding public access to computers and the Internet.

- 4) The Navajo Nation agrees that the Grant funds will be used in accordance with the budget submitted by the Navajo Nation as part of the Grant proposal and attached to this Agreement, as Exhibit 3.
- 5) The Navajo Nation agrees to furnish annual narrative and financial reports to the Foundation about the use of the Grant funds. The Navajo Nation agrees to assist the Foundation in obtaining from each Navajo chapter annual program evaluation reports (using a form such as the attached Exhibit 4) regarding the use of equipment in accordance with the budget and grant purpose. The Navajo Nation will also provide a final report within thirty days of expiration of the Grant Period.
- 6) The Navajo Nation agrees to keep financial and other records that adequately show the use of the Grant funds and equipment exclusively for the Grant's purposes, and to make its books and records available to the Foundation at reasonable times.
- 7) The Navajo Nation agrees that records of receipts and expenditures under the Grant, and copies of reports submitted to the Foundation, will be retained by the Navajo Nation for a period of at least four years following the completion of such receipts and expenditures, and will be provided to the Foundation upon its written request.
- 8) The Navajo Nation will allow Foundation staff or representatives to conduct evaluations and audits of the use of the Grant proceeds, which may involve visits (at the national and chapter levels) to observe, review and discuss operations, financial records, and other materials connected with the project; allow the Foundation, at its discretion to publish information regarding this grant; and provide the Foundation with two (2) copies of any publication funded by this grant.
- 9) The Foundation will include information on this grant in its periodic public reports and may also refer to this Grant in press releases. The Navajo Nation agrees that, if the Navajo Nation would like to make an announcement about this award, it will provide the Foundation with the opportunity to comment in advance on the proposed media release. All media questions and requests should be directed to Carol Rava Treat, Public Affairs Manager, Learning, at 206 / 709-3230 or at carolr@gatesfoundation.org.
- 10) Nothing contained herein constitutes a waiver, either express or implied, of the sovereign immunity of the Navajo Nation.

The parties hereby agree to the terms and conditions of the grant as recited above.

BILL & MELINDA GATES FOUNDATION

Dated_______

Richard Akeroyd

Executive Director, Libraries and Public

Access to Information

NAVAJO NATION

Kelsey A. Begaye

President, Navajo Nation

Attachments:

- Exhibit 1
- Exhibit 2
- Exhibit 3
- Exhibit 4

Exhibit 2
List of Navajo Chapter granted equipment and cash for satellite Internet connectivity

	Navajo Chapters		•
Alamo	Lechee	Steamboat	
Aneth	Leupp	Sweetwater	
Baca / Prewitt	Littlewater	Teecnospos	
Becalabito	Low Mountain	Teesto	
Becenti	Lower Greasewood	Thoreau	
Birdsprings	Lukachukai	Toadlena/Two Grey Hills	•
Black Mesa	Lupton	Tohatchi	
Blue Gap/Tahchee	Manuelito	Tolani Lake	
Bodaway Gap	Many Farms	Tonalea	
Bread Springs	Mariano Lake	Torreon / Star Lake	
Burnham	Mexican Springs	Tsaile/Wheatfields	
Cameron	Mexican Water	Tsayatoh	
Canoncito	Nageezi	Tselani/Cottonwood	
Casamero Lake	Nahat'a Dziil	Tuba City	
Chichiltah	Nahodishgish	Twin Lakes	
Chilchinbeto	Naschitti	Upper Fruitland	
Chinle	Navajo Mountain	Whipoorwill	
Churchrock	Nazlini	Whitecone	
Coalmine Mesa	Nenahnezad	Whitehorse Lake	
Coppermine	Newcomb	Whiterock	
Comfield	Oaksprings		
Counselor	Ojo Encino	70	· · · · · · · · · · · · · · · · · · ·
Cove	Oljato	011.44+20=1	os chapture natt
Coyote Canyon	Pine Dale	44 + + + + + + + + + + + + + + + + + +	
Crownpoint	Pinon		
Crystal	Pueblo Pintado		
Cudei	Ramah		
Dilkon	Red Lake		
Forest Lake	Red Mesa		
Fort Defiance	Red Rock		
Ganado	Red Valley		
Hardrock	Rock Point		
Hogback	Rock Springs	<u> </u>	
Houck	Rough Rock		
Huerfano	Round Rock		
Indian Wells	San Juan		•
Inscription House	Sanostee		
lyanbito	Sawmill		
Jeddito	Sheep Springs		
Kaibeto	Shiprock Chapter		
Kayenta.	Shonto		-
Kinlichee	Smith Lake		
Klagetoh	St. Michael's		
Lake Valley	Standing Rock		
₩			

Dennehotso Chapter has public access Internet connectivity at the Dennehotso Boarding School Library

Wide Ruins Chapter has public access Internet connectivity at the Wide Ruins Community School

RESOLUTION OF THE GOVERNMENT SERVICES COMMITTEE OF THE NAVAJO NATION COUNCIL

Concurring With the Acceptance Of Gifts Of Computer Hardware and Software For Navajo Chapters From the Bill and Melinda Gates Foundation

WHEREAS:

- 1. Pursuant to 2 N.N.C. §341, the Government Services Committee of the Navajo Nation Council is established and continued as a standing committee of the Navajo Nation Council; and
- 2. The Government Services Committee of the Navajo Nation Council, pursuant to 2 N.N.C. §1010, has authority to concur with the acceptance of gifts to the Navajo Nation by the President of the Navajo Nation; and
- 3. The Bill and Melinda Gates Foundation has awarded gifts of computer hardware and software for use by each of the Navajo chapters listed in Exhibit "A", attached hereto and incorporated herein by reference; and
- 4. The Navajo chapters have agreed to utilize these gifts for public purposes and to provide annual reports to the Bill and Melinda Gates Foundation during the next three years on a report form, attached as Exhibit "B" and incorporated herein by reference; and
- 5. By Resolution TCDCMY-39-01, attached as Exhibit "C" and incorporated herein by reference, the Transportation and Community Development Committee of the Navajo Nation Council has recommended that the Government Services Committee of the Navajo Nation Council concur with the acceptance of these gifts from the Bill and Melinda Gates Foundation to the Navajo Nation Chapters and that the President be authorized to execute the acceptance letter, attached as Exhibit "D" and incorporated herein by reference.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Government Services Committee of the Navajo Nation Council has reviewed the recommendation from the Transportation and Community Development Committee of the Navajo Nation Council and hereby concurs with the acceptance of these gifts from the Bill and Melinda Gates Foundation to the Navajo Nation Chapters, as identified in Exhibit "A".

2. The Government Services Committee of the Navajo Nation Council further authorizes the President to execute the acceptance letter, attached as Exhibit "D", and to do all things necessary and proper to carry out the intent of this resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Government Services Committee of the Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 5 in favor, 0 opposed and 0 abstained, this 8th day of May 2001.

Orlanda S. Hodge, Vice Chairperson Government Services Committee

Motion: Lee F. Johnson Second: John Perry, Jr.

Exhibit A

Grant Totals for Navajo Chapters as awarded by the Bill & Melinda Gates Foundation

Navajo Chapter Begin Date End Date Grant fo Number Grant Total Installation Date Alarmo 15-Aug-00 15-Aug-03 NA-00-87828-01 \$ 18,106.48 89/14/C Aneth 15-Aug-00 15-Aug-03 NA-00-87843-01 \$ 15,214.58 3/5/C		Grant Period	Grant Period				Scheduled
Aneth	Navajo Chapter	Begin Date	End Date	Grant ID Number	Grant Total	ln	
Aneth	Alamo	15-Aug-00	15-Aug-03	NA-00-87825-01	\$ 18,106,48		9/14/00
Baca Prewitt							3/5/01
Becariti							9/18/00
Becent							12/4/00
Birdsprings						_	9/25/00
Black Mesa							4/30/01
Blue Gap/Tahchee						 I	4/12/01
Bodaway Gap							4/23/01
Bread Springs							5/17/01
Burnham							10/23/00
Cameron 15-Aug-00 15-Aug-03 NA-00-86020-03 \$ 21,123,28 5/14/0 Canoncito 15-Aug-00 15-Aug-03 NA-00-87028-01 \$ 20,419,55 9/11/5 Casamero Lake 15-Aug-00 15-Aug-03 NA-00-87301-01 \$ 18,025,03 9/28/6 Chilchiltah 15-Aug-00 15-Aug-03 NA-00-87301-01 \$ 17,399.49 11/13/7 Chilchiltah 15-Aug-00 15-Aug-03 NA-00-86033-01 \$ 15,051.68 4/5/6 Chilchiltah 15-Aug-00 15-Aug-03 NA-00-86033-01 \$ 15,051.68 4/5/6 Chille 15-Aug-00 15-Aug-03 NA-00-86030-01 \$ 21,449.08 2/5/6 Churchrock 15-Aug-00 15-Aug-03 NA-00-86040-01 \$ 21,204.73 10/19/6 Coalmine Mesa 15-Aug-00 15-Aug-03 NA-00-86040-01 \$ 14,888.76 5/21/6 Coppermine 15-Aug-00 15-Aug-03 NA-00-86040-01 \$ 14,888.76 5/21/6 Coper Caryon 15-Aug-00 15-Aug-03 NA-00-87018-01 \$ 21,041.83 10/26/6 <						-	10/19/00
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Crystal 15-Aug-00 15-Aug-03 NA-00-87328-01 \$ 21,041.83 12/11/6 Cudei 15-Aug-00 15-Aug-03 NA-00-87420-05 \$ 21,041.83 11/30/6 Dennehotso 15-Aug-00 15-Aug-03 NA-00-86535-01 \$ 21,204.73 3/19/6 Dilkon 15-Aug-00 15-Aug-03 NA-00-86547-07 \$ 17,620.93 2/12/7 Forest Lake 15-Aug-00 15-Aug-03 NA-00-86510-05 \$ 17,943.58 5/10/6 Fort Defiance 15-Aug-00 15-Aug-03 NA-00-8650-01 \$ 18,432.28 1/29/6 Ganado 15-Aug-00 15-Aug-03 NA-00-8650-01 \$ 21,367.63 2/5/6 Hardrook 15-Aug-00 15-Aug-03 NA-00-86505-01 \$ 21,367.63 2/5/6 Houck 15-Aug-00 15-Aug-03 NA-00-8605-01 \$ 21,123.28 5/7/6 Houck 15-Aug-00 15-Aug-03 NA-00-86506-01 \$ 21,123.28 3/8/6 Huerfano 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 21,123.28 4/12/12/2 Inscr						 	1/22/01
Cudei 15-Aug-00 15-Aug-03 NA-00-87420-05 \$ 21,041.83 11/30/1 Dennehotso 15-Aug-00 15-Aug-03 NA-00-86535-01 \$ 21,204.73 3/19/1 Dilkon 15-Aug-00 15-Aug-03 NA-00-86047-07 \$ 17,620.93 2/12/1 Forest Lake 15-Aug-00 15-Aug-03 NA-00-86510-05 \$ 17,943.58 5/10/1 Fort Defiance 15-Aug-00 15-Aug-03 NA-00-86504-01 \$ 18,432.28 1/29/1 Ganado 15-Aug-00 15-Aug-03 NA-00-86505-01 \$ 21,367.63 2/5/1 Hardrook 15-Aug-00 15-Aug-03 NA-00-86039-01 \$ 21,123.28 5/7/1 Hogback 15-Aug-00 15-Aug-03 NA-00-86039-01 \$ 21,123.28 3/8/1 Houck 15-Aug-00 15-Aug-03 NA-00-86009-01 \$ 21,123.28 3/8/1 Huerfano 15-Aug-00 15-Aug-03 NA-00-860608-01 \$ 21,123.28 3/8/1 Inscription House 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 21,123.28 4/12/1						\vdash	12/11/00
Dennehotso 15-Aug-00 15-Aug-03 NA-00-86535-01 \$ 21,204.73 3/19/n Dilkon 15-Aug-00 15-Aug-03 NA-00-86047-07 \$ 17,620.93 2/12/n Forest Lake 15-Aug-00 15-Aug-03 NA-00-86510-05 \$ 17,943.58 5/10/n Fort Defiance 15-Aug-00 15-Aug-03 NA-00-86504-01 \$ 18,432.28 1/29/n Ganado 15-Aug-00 15-Aug-03 NA-00-86505-01 \$ 21,367.63 2/5/n Hardrock 15-Aug-00 15-Aug-03 NA-00-86505-01 \$ 21,23.28 5/7/n Hogback 15-Aug-00 15-Aug-03 NA-00-86039-01 \$ 21,123.28 5/7/n Houck 15-Aug-00 15-Aug-03 NA-00-87420-03 \$ 18,025.03 11/13/n Huerfano 15-Aug-00 15-Aug-03 NA-00-86506-01 \$ 21,123.28 3/8/n Huerfano 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 21,123.28 4/12/n Inscription House 15-Aug-00 15-Aug-03 NA-00-86044-05 \$ 15,051.68 6/7/n Iyanbito 15-Aug-00 15-Aug-03 NA-00-86034-01 \$ 20,334.84 4/12/n Kajeto						 	11/30/00
Dilkon						1	3/19/01
Forest Lake 15-Aug-00 15-Aug-03 NA-00-86510-05 \$ 17,943.58 5/10/6 Fort Defiance 15-Aug-00 15-Aug-03 NA-00-86504-01 \$ 18,432.28 1/29/6 Ganado 15-Aug-00 15-Aug-03 NA-00-86505-01 \$ 21,367.63 2/5/6 Hardrock 16-Aug-00 15-Aug-03 NA-00-86039-01 \$ 21,123.28 5/7/6 Hogback 15-Aug-00 15-Aug-03 NA-00-87420-03 \$ 18,025.03 11/13/6 Houck 15-Aug-00 15-Aug-03 NA-00-87420-03 \$ 18,025.03 11/13/6 Huerfano 15-Aug-00 15-Aug-03 NA-00-86060-01 \$ 21,123.28 3/8/6 Huerfano 15-Aug-00 15-Aug-03 NA-00-87413-01 \$ 17,783.83 10/30/6 Indian Wells 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 21,123.28 4/12/6 Inscription House 15-Aug-00 15-Aug-03 NA-00-86044-05 \$ 15,051.68 6/7/6 Iyanbito 15-Aug-00 15-Aug-03 NA-00-86034-01 \$ 20,334.84 10/9/6 <t< td=""><td>The state of the s</td><td></td><td></td><td></td><td></td><td>-</td><td>2/12/01</td></t<>	The state of the s					-	2/12/01
Fort Defiance 15-Aug-00 15-Aug-03 NA-00-86504-01 \$ 18,432.28 1/29/6 Ganado 15-Aug-00 15-Aug-03 NA-00-86505-01 \$ 21,367.63 2/5/6 Hardrock 16-Aug-00 15-Aug-03 NA-00-86039-01 \$ 21,123.28 5/7/6 Hogback 15-Aug-00 15-Aug-03 NA-00-87420-03 \$ 18,025.03 11/13/6 Houck 15-Aug-00 15-Aug-03 NA-00-86506-01 \$ 21,123.28 3/8/6 Huerfano 15-Aug-00 15-Aug-03 NA-00-86506-01 \$ 17,783.83 10/30/6 Indian Wells 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 21,123.28 4/12/6 Inscription House 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 21,23.28 4/12/6 Iyanbito 15-Aug-00 15-Aug-03 NA-00-86044-05 \$ 15,051.68 6/7/6 Jeddito 15-Aug-00 15-Aug-03 NA-00-86034-01 \$ 20,334.84 10/9/6 Kaibeto 15-Aug-00 15-Aug-03 NA-00-86033-01 \$ 21,204.73 6/4/6	<u> </u>					1	5/10/01
Ganado 15-Aug-00 15-Aug-03 NA-00-86505-01 \$ 21,367.63 2/5/ Hardrock 15-Aug-00 15-Aug-03 NA-00-86039-01 \$ 21,123.28 577/ Hogback 15-Aug-00 15-Aug-03 NA-00-87420-03 \$ 18,025.03 11/13/ Houck 15-Aug-00 15-Aug-03 NA-00-86506-01 \$ 21,123.28 3/8/ Huerfano 15-Aug-00 15-Aug-03 NA-00-87413-01 \$ 17,783.83 10/30/ Indian Wells 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 21,123.28 4/12/ Inscription House 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 21,53.28 4/12/ Iyanbito 15-Aug-00 15-Aug-03 NA-00-86044-05 \$ 15,051.68 6/7/ Iyanbito 15-Aug-00 15-Aug-03 NA-00-87316-01 \$ 20,334.84 10/9/ Jeddito 15-Aug-00 15-Aug-03 NA-00-86034-01 \$ 20,334.84 4/19/ Kaibeto 15-Aug-00 15-Aug-03 NA-00-86053-01 \$ 21,204.73 6/4/ Kinlichee						 	1/29/01
Hardrock 15-Aug-00 15-Aug-03 NA-00-86039-01 \$ 21,123.28 5/7/ Hogback 15-Aug-00 15-Aug-03 NA-00-87420-03 \$ 18,025.03 11/13/ Houck 15-Aug-00 15-Aug-03 NA-00-86506-01 \$ 21,123.28 3/8/ Huerfano 15-Aug-00 15-Aug-03 NA-00-87413-01 \$ 17,783.83 10/30/ Indian Wells 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 21,123.28 4/12/ Inscription House 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 21,23.28 6/7/ Iyanbito 15-Aug-00 15-Aug-03 NA-00-86044-05 \$ 15,051.68 6/7/ Iyanbito 15-Aug-00 15-Aug-03 NA-00-87316-01 \$ 20,334.84 10/9/ Jeddito 15-Aug-00 15-Aug-03 NA-00-86034-01 \$ 20,334.84 4/19/ Kaibeto 15-Aug-00 15-Aug-03 NA-00-86053-01 \$ 21,204.73 6/4/ Kinflichee 15-Aug-00 15-Aug-03 NA-00-86505-05 \$ 21,123.28 3/19/ Klage						Ι-	2/5/01
Hogback 15-Aug-00 15-Aug-03 NA-00-87420-03 \$ 18,025.03 11/13/ Houck 15-Aug-00 15-Aug-03 NA-00-86506-01 \$ 21,123.28 3/8/ Huerfano 15-Aug-00 15-Aug-03 NA-00-87413-01 \$ 17,763.83 10/30/ Indian Wells 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 21,123.28 4/12/ Inscription House 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 20,334.84 10/9/ Iyanbito 15-Aug-00 15-Aug-03 NA-00-87316-01 \$ 20,334.84 10/9/ Jeddito 15-Aug-00 15-Aug-03 NA-00-86034-01 \$ 20,334.84 4/19/ Kaibeto 15-Aug-00 15-Aug-03 NA-00-86053-01 \$ 21,204.73 6/4/ Kayenta 15-Aug-00 15-Aug-03 NA-00-86033-03 \$ 21,449.08 2/12/ Kinflichee 15-Aug-00 15-Aug-03 NA-00-86511-03 \$ 21,123.28 3/19/ Klagetoh 15-Aug-00 15-Aug-03 NA-00-86505-05 \$ 21,041.83 3/15/ La						T	5/7/01
Houck 15-Aug-00 15-Aug-03 NA-00-86506-01 \$ 21,123,28 3/8/ Huerfano 15-Aug-00 15-Aug-03 NA-00-87413-01 \$ 17,763.83 10/30/ Indian Wells 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 21,123.28 4/12/ Inscription House 15-Aug-00 15-Aug-03 NA-00-86044-05 \$ 15,051.68 6/7/ Iyanbito 15-Aug-00 15-Aug-03 NA-00-86044-05 \$ 20,334.84 10/9/ Jeddito 15-Aug-00 15-Aug-03 NA-00-86034-01 \$ 20,334.84 4/19/ Kaibeto 15-Aug-00 15-Aug-03 NA-00-86034-01 \$ 20,334.84 4/19/ Kayenta 15-Aug-00 15-Aug-03 NA-00-86033-01 \$ 21,204.73 6/4/ Kinflichee 15-Aug-00 15-Aug-03 NA-00-86033-03 \$ 21,449.08 2/12/ Klagetoh 15-Aug-00 15-Aug-03 NA-00-86511-03 \$ 21,041.83 3/15/ Lake Valley 15-Aug-00 15-Aug-03 NA-00-87313-07 \$ 27,922.95 10/12/							11/13/00
Huerfano 15-Aug-00 15-Aug-03 NA-00-87413-01 \$ 17,783.83 10/30/10/30/30/30/30/30 Indian Wells 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 21,123.28 4/12/10/30/30/30/30/30 Inscription House 15-Aug-00 15-Aug-03 NA-00-86044-05 \$ 15,051.68 6/7/10/30/30/30/30 Iyanbito 15-Aug-00 15-Aug-03 NA-00-87316-01 \$ 20,334.84 10/9/10/30/30/30 Jeddito 15-Aug-00 15-Aug-03 NA-00-86034-01 \$ 20,334.84 4/19/10/30/30 Kaibeto 15-Aug-00 15-Aug-03 NA-00-86033-01 \$ 21,204.73 6/4/10/30 Kayenta 15-Aug-00 15-Aug-03 NA-00-86033-03 \$ 21,449.08 2/12/10/30 Kintlichee 15-Aug-00 15-Aug-03 NA-00-86511-03 \$ 21,123.28 3/19/10/30 Klagetoh 15-Aug-00 15-Aug-03 NA-00-86505-05 \$ 21,041.83 3/15/10/30 Lake Valley 15-Aug-00 15-Aug-03 NA-00-87313-07 \$ 27,922.95 10/12/10/30			······································	·)		T	3/8/01
Indian Wells 15-Aug-00 15-Aug-03 NA-00-86031-01 \$ 21,123.28 4/12/ Inscription House 15-Aug-00 15-Aug-03 NA-00-86044-05 \$ 15,051.68 6/7/ Iyanbito 15-Aug-00 15-Aug-03 NA-00-87316-01 \$ 20,334.84 10/9/ Jeddito 15-Aug-00 15-Aug-03 NA-00-86034-01 \$ 20,334.84 4/19/ Kaibeto 15-Aug-00 15-Aug-03 NA-00-86053-01 \$ 21,204.73 6/4/ Kayenta 15-Aug-00 15-Aug-03 NA-00-86033-03 \$ 21,449.08 2/12/ Kintichee 15-Aug-00 15-Aug-03 NA-00-86511-03 \$ 21,123.28 3/19/ Klagetoh 15-Aug-00 15-Aug-03 NA-00-86505-05 \$ 21,041.83 3/15/ Lake Valley 15-Aug-00 15-Aug-03 NA-00-87313-07 \$ 27,922.95 10/12/							10/30/00
Inscription House						\vdash	4/12/01
Iyanbito 15-Aug-00 15-Aug-03 NA-00-87316-01 \$ 20,334.84 10/9/ Jeddito 15-Aug-00 15-Aug-03 NA-00-86034-01 \$ 20,334.84 4/19/ Kaibeto 15-Aug-00 15-Aug-03 NA-00-86053-01 \$ 21,204.73 6/4/ Kayenta 15-Aug-00 15-Aug-03 NA-00-86033-03 \$ 21,449.08 2/12/ Kintlichee 15-Aug-00 15-Aug-03 NA-00-86511-03 \$ 21,123.28 3/19/ Klagetoh 15-Aug-00 15-Aug-03 NA-00-86505-05 \$ 21,041.83 3/15/ Lake Valley 15-Aug-00 15-Aug-03 NA-00-87313-07 \$ 27,922.95 10/12/						\vdash	6/7/01
Jeddito 15-Aug-00 15-Aug-03 NA-00-86034-01 \$ 20,334.84 4/19/ Kaibeto 15-Aug-00 15-Aug-03 NA-00-86053-01 \$ 21,204.73 6/4/ Kayenta 15-Aug-00 15-Aug-03 NA-00-86033-03 \$ 21,449.08 2/12/ Kinflichee 16-Aug-00 15-Aug-03 NA-00-86511-03 \$ 21,123.28 3/19/ Klagetoh 15-Aug-00 15-Aug-03 NA-00-86505-05 \$ 21,041.83 3/15/ Lake Valley 15-Aug-00 15-Aug-03 NA-00-87313-07 \$ 27,922.95 10/12/						╁	10/9/00
Kaibeto 15-Aug-00 15-Aug-03 NA-00-86053-01 \$ 21,204.73 6/4/ Kayenta 15-Aug-00 15-Aug-03 NA-00-86033-03 \$ 21,449.08 2/12/ Kintlichee 15-Aug-00 15-Aug-03 NA-00-86511-03 \$ 21,123.28 3/19/ Klagetoh 15-Aug-00 15-Aug-03 NA-00-86505-05 \$ 21,041.83 3/15/ Lake Valley 15-Aug-00 15-Aug-03 NA-00-87313-07 \$ 27,922.95 10/12/						\vdash	4/19/01
Kayenta 15-Aug-00 15-Aug-03 NA-00-86033-03 \$ 21,449.08 2/12/ Kinlichee 15-Aug-00 15-Aug-03 NA-00-86511-03 \$ 21,123.28 3/19/ Klagetch 15-Aug-00 15-Aug-03 NA-00-86505-05 \$ 21,041.83 3/15/ Lake Valley 15-Aug-00 15-Aug-03 NA-00-87313-07 \$ 27,922.95 10/12/			the second secon			1	6/4/01
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Klagetoh 15-Aug-00 15-Aug-03 NA-00-86505-05 \$ 21,041.83 3/15/ Lake Valley 15-Aug-00 15-Aug-03 NA-00-87313-07 \$ 27,922.95 10/12/						1	3/19/01
Lake Valley 15-Aug-00 15-Aug-03 NA-00-87313-07 \$ 27,922.95 10/12/					<u> </u>	T	3/15/01
						╁	10/12/00
Lechee 15-Aug-00 15-Aug-03 NA-00-86040-03 \$ 21,204.73 5/31/	Lechee	15-Aug-00			\$ 21,204.73	\vdash	5/31/01

	Grant Period	Grant Period			Scheduled
Navajo Chapter	Begin Date	End Date	Grant ID Number	Grant Total	Installation Date
Прф	15-Aug-00		NA-00-86035-01	\$ 18,187.93	5/3/01
Littlewater	15-Aug-00		NA-00-87313-13	\$ 9,634.71	10/2/00
Low Mountain	15-Aug-00	15-Aug-03	NA-00-86520-01	\$ 21,041.83	5/3/01
Lower Greasewood	15-Aug-00	15-Aug-03	NA-00-86505-11	\$ 21,123.28	4/9/01
Lukachukai	15-Aug-00	15-Aug-03	NA-00-86507-01	\$ 21,286.18	5/14/01
Lupton	15-Aug-00	15-Aug-03	NA-00-86508-01	\$ 21,041.83	3/1/01
Manuelito	15-Aug-00	15-Aug-03	NA-00-87318-01	\$ 21,041.83	11/9/00
Many Farms	15-Aug-00	15-Aug-03	NA-00-86503-03	\$ 15,214.58	4/16/01
Mariano Lake	15-Aug-00	15-Aug-03	NA-00-87305-03	\$ 21,042.05	10/5/00
Mexican Springs	15-Aug-00	15-Aug-03	NA-00-87320-01	\$ 17,458.03	11/30/00
Mexican Water .	15-Aug-00	15-Aug-03	NA-00-86514-03	\$ 21,123.28	3/15/01
Nageezi	15-Aug-00	15-Aug-03	NA-00-87037-01	\$ 14,441.23	10/26/00
Nahat'a Dziil	15-Aug-00	15-Aug-03	NA-00-86512-01	\$ 20,960.38	1/22/01
Nahodishgish	15-Aug-00		NA-00-87313-05	\$ 21,204.73	9/28/00
Naschitti	15-Aug-00		NA-00-87364-01	\$ 21,041.83	1/4/01
Navajo Mountain	15-Aug-00		NA-00-86044-01	\$ 21,123.28	4/2/01
Nazlini	15-Aug-00		NA-00-86540-01	\$ 16,835.75	3/26/01
Nenahnezad	15-Aug-00		NA-00-87416-05	\$ 21,041.83	11/6/00
Newcomb	15-Aug-00		NA-00-87455-05	\$ 20,960.38	1/8/01
Oaksprings	15-Aug-00		NA-00-86515-01	\$ 21,041.83	3/5/01
Ojo Encino	15-Aug-00		NA-00-87013-07	\$ 21,286.18	9/14/00
Oljato	15-Aug-00		NA-00-84536-01	\$ 16,669.59	3/26/01
Pine Dale	15-Aug-00		NA-00-87311-01	\$ 17,702.38	10/16/00
Pinon	15-Aug-00		NA-00-86510-03	\$ 14,970.23	2/19/01
F *blo Pintado	15-Aug-00		NA-00-87012-01	\$ 16,436.21	9/28/00
iah	15-Aug-00		NA-00-87321-01	\$ 21,123.28	
Red Lake	15-Aug-00		NA-00-87328-03	\$ 18,269.38	12/7/00
Red Mesa	15-Aug-00		NA-00-84534-03	\$ 15,051.68	
Red Rock	15-Aug-00		NA-00-87305-01	\$ 15,051.68	
Red Valley	15-Aug-00		NA-00-86544-01	\$ 21,123.28	
Rock Point	15-Aug-00		NA-00-86545-01	\$ 21,123.28	
Rock Springs	15-Aug-00		NA-00-87375-01	\$ 21,204.73	
Rough Rock	15-Aug-00		NA-00-86503-07	\$ 21,123.28	
Round Rock	15-Aug-00		NA-00-86547-01	\$ 18,025.03	
San Juan	15-Aug-00		NA-00-87416-03	\$ 21,041.83	
Sanostee	15-Aug-00		NA-00-87364-05	\$ 21,286.18	
Sawmill	15-Aug-00		NA-00-86549-01	\$ 21,041.83	
Sheep Springs	15-Aug-00		NA-00-87364-03	\$ 14,970.23	
Shiprock Chapter	15-Aug-00		NA-00-87420-01	\$ 21,449.08	
Shonto	15-Aug-00		NA-00-86054-01	\$ 21,367.63	
Smith Lake	15-Aug-00		3 NA-00-87365-01	\$ 21,041.83	
St. Michael's	15-Aug-00		NA-00-86511-01	\$ 21,449.08	
Standing Rock	15-Aug-00		3 NA-00-87313-01	\$ 14,888.78	
Steamboat	15-Aug-00		NA-00-86505-03	\$ 21,204.73	
Sweetwater	15-Aug-00		NA-00-86514-05	\$ 21,123.28	
Teecnospos	15-Aug-00		NA-00-86514-01	\$ 21,123.28	
Teesto	15-Aug-00		3 NA-00-86047-03	\$ 17,539.48	
Thoreau	15-Aug-00		3 NA-00-87323-01	\$ 21,204.73	
Toadlena/Two Grey Hills	15-Aug-00		3 NA-00-87455-01	\$ 14,970.23	
Tohatchi	15-Aug-00		3 NA-00-87325-01	\$ 18,187.93	
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Navajo Chapter	Grant Period Begin Date	Grant Period End Date	Grant ID Number	Grant Total	Scheduled Installation Date
. Jani Lake	15-Aug-00	15-Aug-03	NA-00-86047-05	\$ 21,041.83	5/7/01
Tonalea	15-Aug-00	15-Aug-03	NA-00-86044-03	\$ 21,286.18	6/11/01
Torreon / Star Lake	15-Aug-00	15-Aug-03	NA-00-87013-05	\$ 21,123.28	9/11/00
Tsaile/Wheatfields	15-Aug-00	15-Aug-03	NA-00-86556-01	\$ 21,204.73	6/7/01
Tsayatoh	15-Aug-00	15-Aug-03	NA-00-87319-01	\$ 18,187.93	12/18/00
Tselani/Cottonwood	15-Aug-00	15-Aug-03	NA-00-86503-05	\$ 15,133.13	4/19/01
Tuba City	15-Aug-00	15-Aug-03	NA-00-86045-01	\$ 21,449.08	2/19/01
Twin Lakes	15-Aug-00	15-Aug-03	NA-00-87375-03	\$ 21,286.18	11/2/00
Upper Fruitland	15-Aug-00	15-Aug-03	NA-00-87416-01	\$ 21,367.63	11/2/00
Whipoorwill	15-Aug-00	15-Aug-03	NA-00-86510-07	\$ 16,754.30	4/30/01
Whitecone	15-Aug-00	15-Aug-03	NA-00-86031-03	\$ 14,970.23	4/16/01
Whitehorse Lake	15-Aug-00	15-Aug-03	NA-00-87012-03	\$ 21,041.83	9/21/00
Whiterock	15-Aug-00	15-Aug-03	NA-00-87313-03	\$ 20,960.38	10/16/00
Wide Ruins	15-Aug-00	15-Aug-03	NA-00-86502-01	\$ 21,123.28	3/12/01

110 Chyphan

H2,134,883.94

Grant Agreement between the Bill & Melinda Gates Foundation and the Navajo Nation

Grant Number 20021

This Agreement is by and between the grantor, the Bill & Melinda Gates Foundation ("the Foundation"), and the Navajo Nation, which as a tribal government is treated as a "State" for purposes of Section 170 of the Internal Revenue Code of 1986, as amended (the "Code") pursuant to Section 7871(a) of the Code and Revenue Procedure 83-87, as modified as of the date hereof.

Purpose of the Grant

The charitable purpose of the grant (the "Grant") is to support ongoing public access computing efforts for tribal communities. Funding provided by the Foundation is allocated for capital, connectivity, and support costs associated with sustaining public access Internet connectivity to Navajo communities. This grant will help ensure that the Navajo Nation has ownership of a fully functioning, stable network and will be in a position to achieve long-term, sustainable Internet connectivity. The express and sole specific purposes of this Grant undertaken by the Foundation in furtherance of the charitable purposes set out above, therefore, are (i) at the request and direction of the Navajo Nation fund the payment obligations to Aloha Networks, Inc. for equipment and SES Americom for bandwidth for and on behalf of the Navajo Nation, (please refer to Exhibit 1), and (ii) to provide to the Navajo Nation funding to support and maintain Internet connectivity services at the chapter level.

Terms and Conditions of the Agreement

The terms and conditions of this Agreement are as follows:

1. The total amount of the Grant is \$2,700,357.00, consisting of: (a) equipment and equipment balance due for use by the individual Navajo chapters as described in Exhibit 1 hereto and having a total value of \$810,334.00. Payment for this equipment will be made directly to Aloha Networks, Inc. on behalf and as requested by the Navajo Nation; (b) satellite bandwidth for use by individual Navajo chapters as described in Exhibit 1 hereto and having a total value of \$960,225.00. Payment for this bandwidth will be made directly to SES Americom as requested by the Navajo Nation on behalf of the Navajo Nation; and (c) cash in the sum of \$929,798.00 paid directly to the Navajo Nation in two payments: \$689,740.00 to be made August 1, 2003 and \$240,058.00 to be made July 31, 2004. All payments will be made according to the following schedule:

Payment Date	Payment Amount	Payment to	Contingent on
August 1, 2003	\$810,334.00	Aloha Networks, Inc.	Receipt of countersigned grant agreement and SOW signed by OnSat
August 1, 2003	\$960,225.00	SES Americom	Receipt of countersigned grant agreement and SOW signed by OnSat
August 1, 2003	\$689,740.00	Navajo Nation	Receipt of countersigned grant agreement and SOW signed by OnSat
July 31, 2004	\$240,058.00	Navajo Nation	Receipt of satisfactory interim narrative and financial report, confirming each of the following: 1. Verification of expenditure of all Foundation Grant funds awarded in 2003 in accordance with charitable purpose. 2. Verification that the Navajo Nation's Internet connectivity contribution was made on time and at its full amount, in accordance to Exhibit 2. 3. Verification that the Navajo Nation has in place the financial and support mechanism to assume full responsibility for all ongoing Internet connectivity costs beginning January 1, 2005.

- 2. The grant period shall be for a term commencing upon the execution of this Agreement and terminating on December 31, 2004.
- 3. All of the Grant funds are to be used solely for the purpose described above. Grant funds may not be used for lobbying. Any portion of the grant funds unexpended or uncommitted at the end of the grant period will revert to the Foundation. The Foundation encourages the Navajo Nation to deposit the grant funds in an interest-bearing account and requires that the Navajo Nation apply any interest earned to the purposes of the grant. Use of any portion of the Grant funds, including any interest earned thereon, for any other purpose must have the prior written approval of the Foundation. Any increases or decreases to the budget line for more than 10% must be approved by the Foundation in advance in writing. Changes in the expenditures constituting less than 10% of the total value of this Grant may be made by the Navajo Nation without prior notice to the Foundation, provided that any such alternative expenditures must be for the sole purpose of expanding public access to computers and the Internet. The Navajo Nation agrees that the grant funds will be an incremental increase to other current and anticipated chapter public access Internet funding and will not replace previously budgeted items.
- 4. The Navajo Nation agrees to expend the Grant's cash portion in accordance with the budget submitted by the Grantee as part of the Grant proposal and attached to this Agreement, as Exhibit 3.

5. The Navajo Nation agrees to furnish periodic reports to the Foundation signed by the Division Director for the Division of Community Development in accordance with the schedule below. Your reports should be sent to the attention of Paul Facchini, Grants Administrator. The narrative portion of your report should provide a detailed description of what was accomplished with the grant funds, including a description of the progress made toward achieving the goals of the grant. The financial portion of your report should describe all expenditures of the grant funds and any income earned on those funds. Please include only grant funds received and expended under this grant during the period covered by the report. The Foundation reserves the right to discontinue funding if not satisfied with the progress of the project for which the Navajo Nation has received grant funds or the content of any written report.

Report Due Date	Report Type
June 30, 2004	Interim Narrative and Financial Report for expenditures between August 1, 2003 and June 1, 2004
January 31, 2005	Final Narrative and Financial Report for expenditures between June 2, 2004 and December 31, 2004

- 6. The Navajo Nation agrees to maintain adequate records to enable expenditure of the grant funds and use of the equipment to be easily confirmed. The Navajo Nation also agrees to make its books and records available for inspection at reasonable times and permit us to monitor and conduct an evaluation of operations under this grant, which may include a visit by our personnel to observe your organization's program, a discussion of the program with your organization's staff, and a review of financial and other records connected with this grant.
- 7. The Navajo Nation will allow the Foundation, at its discretion to publish information regarding this grant; and to provide the Foundation with two (2) copies of any publication funded by this grant.
- 8. The Foundation will include information on this grant in its periodic public reports and may also refer to this Grant in press releases. The Navajo Nation agrees that, if the Navajo Nation would like to make an announcement about this award, it will provide the Foundation with the opportunity to comment in advance on the proposed media release. All media questions and requests should be directed to Marie Groark, Public Affairs Manager, Education & Libraries, at (206) 709-3100 or marieg@gatesfoundation.org.
- 9. Nothing contained herein constitutes a waiver, either expressed or implied, of the sovereign immunity of the Navajo Nation.

The parties hereby agree to the terms and conditions of the grant as recited above.

Bill & Melinda Gates Foundation

Chief Operations Officer and Executive Director

7/22/03

Navajo Nation

President, Navajo Nation

AUG 0 7 2003

Date

Attachments: Exhibit 1 — To al Grant Budget and Allocation

Exhibit 2 — Navajo Nation's Matching Requirements Exhibit 3 — Cash Award Budget and Allocation

Exhibit 1

Total Grant Budget and Allocation:

Gra	nt #20021 Budget and Allocatio	n	
Vendor/Organization	Component/Service	Amount	
	Chapter equipment (balance due to		
Aloha Networks, Inc.	Aloha)	\$ 340,780	
TIONA I VOUN OINED, MIO.	Hub equipment	\$ 300,000	
	Training and technical support (hub)	\$ 80,000	
	Equipment warranty (hub)	\$ 89,554	
	SUBTOTAL:	\$ 810,334	
SES Americom	10/01 - 6/03 Internet connectivity	\$ 523.275	-1,103 - 4/30/01
SES AMONOMI	7/03 - 12/04 Internet connectivity	\$ 436,950	- / 291,360 11110 12/11/
	SUBTOTAL:	\$ 960,225	-<291,300 1/1/03-4/30/0. -<145,650 7/1/04-12/31/
	Chapter equipment (UPS and locks)	\$ 66,960	
	Chapter equipment (balance due for		
Navajo Nation (2003)	Aloha equipment due to OnSat)	\$ 307,220	
rarajo radion (2005)	Support equipment	\$ 75,502	
	Navajo support costs	\$ 114,307	
	OnSat support costs	\$ 125,751	
	SUBTOTAL:	\$ 689,740	
Navajo Nation (2004)	Navajo support costs	\$ 114,307	7021
14avajo 14ation (2004)	OnSat support costs	\$ 125,751	
	SUBTOTAL:	\$ 240,058	4
<u>.</u>			
	TOTAL GRANT AMOUNT:	\$2,700,357	

Exhibit 2

Navajo Nation Bandwidth Funding Contribution Requirement:

Navajo Nation Bandwidth I Requirem		tribution	
Description	Amount	Year	
Chapter Internet Bandwidth Funding	\$64,800	2003	- -
Chapter Internet Bandwidth Funding	\$97,200	2004	

Exhibit 3

Navajo Nation Cash Grant Itemized Budget and Allocation:

Navajo Nation Cas	h Grant Iter	nized Budge	t and Allocation
Grant Component	Total Cost	Expenditure Deadline	
Aloha equipment balance	\$ 307,220.00	6/30/2004	To provide Internet connectivity to Navajo chapters
UPS w/Lockable Enclosure for 108 Navajo Chapters	\$ 66,960.00	6/30/2004	To provide stable power and security at chapter sites.
2 Data Servers	\$ 23,484.00	6/30/2004	Equipment for network management.
6 Laptops for Technical Support	\$ 20,490.00	6/30/2004	Equipment for network management.
3 BMGF Models	\$ 8,838.00	6/30/2004	Equipment for network management.
2 OnSat Stations	\$ 16,290.00	6/30/2004	Equipment for network management.
Satellite Spare Parts	\$ 6,400.00	6/30/2004	Equipment for network management.
Network Management by Navajo Nation (2003)	\$114,307.00	6/30/2004	Funding for two staff in the field supporting chapter Internet access.
Network Management by Navajo Nation (2004)	\$114,307.00	12/31/2004	Funding for two staff in the field supporting chapter Internet access.
OnSat Support (2003)	\$125,751.00.	6/30/2004	Funding for network support.
OnSat Support (2004)	\$125,751.00	12/31/2004	Funding for network support.
Total	\$929,798.00		

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BILL & MELINDA GATES foundation

August 7, 2003

Ms. Elrena Mitchell Navajo Nation Division of Community Development PO Box 1896 Window Rock, AZ 86515

RE: Grant #20021

Dear Ms. Mitchell,

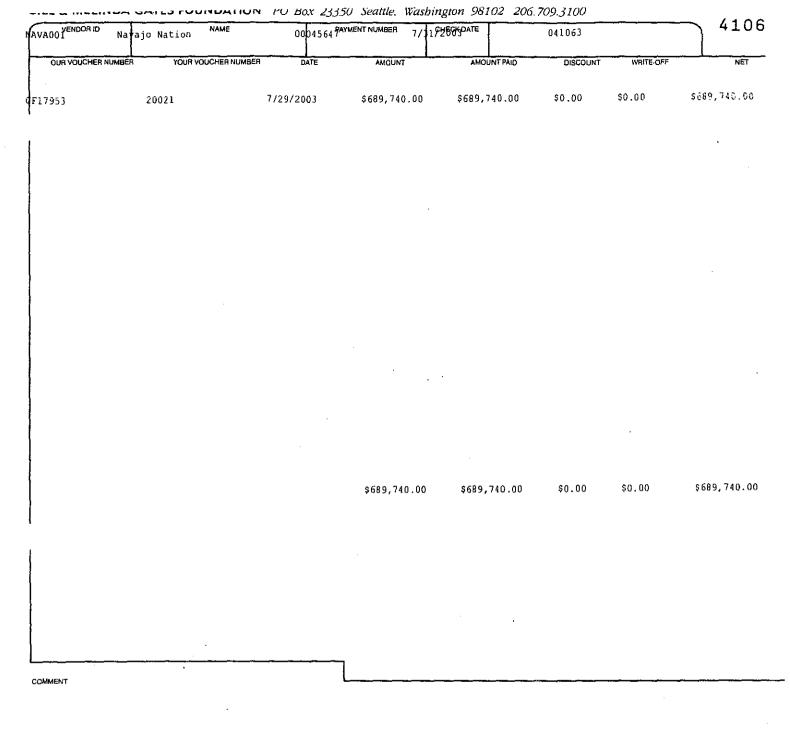
As per the grant agreement, we are pleased to enclose a check to Navajo Nation in the amount of \$689,740. These funds are to support ongoing public access computing efforts for tribal communities.

We extend our best wishes to you for success in your work and look forward to hearing about your accomplishments during the year. It is a pleasure to be one of your supporters.

Sincerely,

Paul Facchini

Grants Administrator



41063

BILL & MELINDA GATES foundation

> PO Box 23350 Seattle, Washington 98102 206.709.3100

WELLS FARGO BANK, N.A. BELLEVUE, WA 98004 [1-24/1210(8)

DATE

AMOUNT

7/31/2003

\$689,740.00

Six Hundred Eighty Nine Thousand Seven Hundred Forty Dollars And 00 Cents

PAY

Navajo Nation

າ the rder of CAMMETHIS FLUORESCENT SIGNATURE OF THE STATE
Authorized Signature

BILL & MELINDA GATES foundation

November 11, 2004

Mr. Joe Shirley Jr. President Navajo Nation PO Box 9000 Window Rock, AZ 86515

RE: Grant #20021

Dear Mr. Shirley,

Upon review of your recent report, we are pleased to enclose a check to Navajo Nation in the amount of \$240,058. These funds represent the second and final installment of your grant to support ongoing public access computing efforts for tribal communities.

Please note that the foundation does not extend or renew grants beyond the original grant term.

We extend our best wishes to you for continued success and look forward to hearing about your accomplishments during the year in your next report. The original grant agreement lists the final report due date as 1/31/2005. Because of length of time required to review and approve your interim report and the date of your final grant payment, we would like to extend the due date for your final report to 1/31/2006.

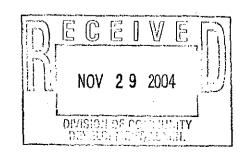
As a reminder, the narrative portion of your report should provide a detailed description of what was accomplished with the grant funds, including a description of the progress made toward achieving the goals of the grant. The financial portion of your report should describe all expenditures of the grant funds and any income earned on those funds. Please include only grant funds received and expended under this grant during the period covered by the report.

It is a pleasure to be one of your supporters.

Sincerely,

Inia R Din

Jessica Dorr Project Coordinator



PO Box 23350
Seattle, Washington 98102
U.S.A.
V 206.709.3100
F 206.709.3180
www.gatesfoundation.org

CHECK DATE 11/11/2004 VENOCR ID PAYMENT NUMBER J48807 NAVA001 Navajo Nation 00055638 OUR VOUCHER NUMBER YOUR VOUCHER NUMBER AMQUNT AMOUNT PAID DISCOUNT WRITE-OFF NET \$240,058.00 20021A 11/10/2004 \$240,058.00 \$240,058.00 \$0.00 \$0.00 GF17773

\$240,058.00

\$240,058.00

\$0.00

\$0.00

\$240,058.00

:OMMENT

BILL& MELINDA GATES foundation

> PO Box 23350 Seattle, Washington 98102 206.709.3100

WELLS FARGO BANK, N.A. BELLEVUE, WA 98004 11-24/1210(8)

DATE

AMOUNT

48807

11/11/2004

\$240,058.00

Two Hundred Forty Thousand Fifty Eight Dollars And 00 Cents

PAY

Navajo Nation

to the ??

oj

Authorized Signature

EXAMINE THIS FLUORESCENT SIGNATURE UNDER BLACK LIGHT FOR AUTHENTICE'S





New Jolden

April 5, 2006

TO	: Norbe	ert Nez, Com	nputer O	perations Supervisor
		uter Operatio		
	Divisi	on of Comm	unity De	evelopment
FROM	·	Min		
rkow.	Cord	ell Shortey,	Contract	ing Officer
	Contr	acts/Grants S	ection -	OMB
SUBJI	ECT: Bill a	nd Melinda	Gates F	oundation
[XX]	Division of: Co	mmunity De	evelopn	<u>ent</u>
[XX]	Program Name	: Computer	Operat	ions Program
[XX]	Contract No.:	41488		
•	Amount: \$642	,600.00		
	Period From:	March 31, 2	006	To: <u>December 31, 2006</u>
[]	Amendment No	0.:		
. ,	[] Increase	\$		
	[] Decrease	∍\$		
	[]Other -			
[]	Time Extension	n - From:		_ To:
[XX]	Approved / Sig	med by:	[XX]	President - Joe Shirley, Jr.
		•		Vice President - Frank J. Dayish, Jr.
			[XX]	Other - Bill & Melinda Gates Foundation
ΓΧΧΙ	Account Numb	er: <u>K066003</u>	<u> </u>	
[2444]				

BILL & MELINDA GATES foundation

March 02, 2006

Mr. Joe Shirley Jr.
President
Navajo Nation
PO Box 9000
Window Rock, AZ 86515

Re: Grant Number 41488

Dear Mr. Shirley, Jr.

The Global Libraries Program of the Bill & Melinda Gates Foundation (the "Foundation") is pleased to award the Navajo Nation a non-renewable project support grant in the amount of \$642,600.00 (the "Grant Funds") for the period from March 31, 2006 to December 31, 2006. The purpose of the grant is to provide sustainable public access computer hardware and software upgrades to previous grantees in the manner described in the application you provided us dated December 19, 2005 (the "Application").

Tax-Exempt Status. The Navajo Nation confirms that it is exempt from federal income tax as a tribal government and is treated as a "State" for purposes of Section 170 of the Internal Revenue Code of 1986, as amended (the "Code") pursuant to Section 7871(a) of the Code and Revenue Procedure 83-87, as modified as of the date hereof. We ask that you advise us immediately if there is any change in your organization's exempt status during the term of this grant.

Use of Grant Funds. The Navajo Nation agrees to use the Grant Funds, and earnings thereon, solely for the purposes, and in the manner, described in the Application and subject to the terms and conditions of this grant agreement. Specifically, \$612,000.00 of the Grant Funds are to be expended in accordance with the budget submitted by the Navajo Nation as part of the Application and attached to this agreement as Exhibit A. The remaining \$30,600.00 of the Grant Funds must be used to cover any administrative costs incurred by the Navajo Nation in administering the Grant Funds, including costs to pay for installation, technical support and other administrative costs associated with conducting the activities described in the Application. Grant funds may not be expended, borrowed (inter-fund), pledged or transferred for reasons other than carrying out the project. Grant funds may not be used for lobbying. Any increase or decrease to a budget line item of more than 10% must be approved by the Foundation. Any portion of the grant funds unexpended or uncommitted at the end of the grant period, or used for purposes or in any manner other than those described in the Application, must be returned promptly to the Foundation.

Payment of Grant Funds. Upon receipt of a countersigned original of this grant agreement, the Foundation will issue a one-time payment, via check, in the amount of \$642,600.00 to the Navajo Nation.

PO Box 23350
Seattle, Washington 98102
U.S.A.
V 206.709.3100
F 206.709.3180
www.gatesfoundation.org

Reporting. We ask that the Navajo Nation provide us with a written report signed by an authorized officer of your tribe in accordance with the schedule below. Your reports should be sent to the attention of Christopher Jowaisas, Associate Program Officer. Using the attached Reporting Requirements document, the narrative portion of your report should provide a detailed description of what was accomplished with the grant funds. The financial portion of your report should describe all expenditures of the grant funds and any income earned on those funds.

Report Due Date	Report Type	Report Period
3/31/2007	Final Report	03/31/2006 - 12/31/2006

Record Maintenance and Inspection. The Navajo Nation agrees to maintain adequate records to enable expenditure of the grant funds to be easily confirmed. The Navajo Nation also agrees to make its books and records available for inspection at reasonable times and permit us to monitor and conduct an evaluation of operations under this grant, which may include a visit by our personnel to observe the program, a discussion of the program with the Navajo Nation staff, and a review of financial and other records connected with this grant.

Compliance. If we are not satisfied with the progress of the grant for which the Navajo Nation has received funds or the content of any written report, we reserve the right at our discretion to cancel the grant, discontinue funding and request that the Navajo Nation return any unspent and uncommitted grant funds previously distributed by the Foundation under the terms of this grant.

Public Reports. We will include information on this grant in our periodic public reports and may also refer to this grant in press releases. If Navajo Nation would like to make an announcement about this award, please provide the Foundation with the opportunity to comment in advance on the proposed media release by contacting Chrissy Russillo at (206) 352-8598 or chrissy.russillo@gmmb.com.

If this letter correctly describes your understanding of the terms of this grant, please sign both copies of this letter and return one to Sally Martin at the Foundation. Please keep the other copy for your records. If you have questions, please contact Sally at (206) 709-3175 or sally martin@gatesfoundation.org.

Sovereign Immunity. Nothing contained herein constitutes a waiver, either expressed or implied, of the sovereign immunity of the Navajo Nation.

On behalf of the Foundation, I'd like to extend every good wish for the success of your work.

Sincerely, Bill & Melinda Gates Foundation	
Martin Cliv	March 02, 2006
Martha Choe	Date
Director, Global Libraries Program	
	is grant as set forth in the grant agreement. MAR 1 5 2006
Navajo Nation agrees to the terms of the Mr. Joe Shirley Jr.	

	ELIGIBILITY			Budge	et Planning	Total Activity		
7.1.1.2		Original Quantity of Granted	A-201		2006	Total Budget Total PACs Replaced Per		
Tribal Community Name	Chapter or Location Name	Computers that Require	Amount Eligible	คือสมาราชาสติสติสติ	Other	Per Location Location		
		Replacement		PAC Cost	PACs Eligible Replaced Expenses			
	Alamo Chapter House Conference Room	3	1 450		3 \$ 1,500	4 500		
	Aneth Chapter House Baca/Prewitt Chapter House	<u>2</u> 4	\$ 3,000 \$ 6,000		2 \$ 1,000 4 \$ 2,000			
	Becenti Chapter House	4	\$ 6.8000	\$ 4,000	4 \$ 2,000	8 6,000		
	Beclabito Chapter Sub-Office Birdsprings Chapter Dome Facility	<u>4</u> 2	\$ 8,000		4 \$ 2,000 2 \$ 1,000			
	Black Mesa (Kits'iii) Chapter House	. 4		\$ 4,000	4 \$ 2,000			
	Blue Gap/Tahchee Chapter House Bodaway/Gap Chapter Conference Room	4		\$ 4,000	4 \$ 2,000 4 \$ 2,000			
	Bread Springs Chapter House Admin Office	<u>2</u> 4	3 000		2 \$ 1,000 4 \$ 2,000			
	Burnham Chapter House Cameron Chapter House	4		\$ 4,000 \$ 4,000	4 \$ 2,000			
i i	Casamero Lake Chapter House Conference Room Chichittah Chapter Office Complex	3		\$ 9,000	3 \$ 1,500 3 \$ 1,500			
-	Chilchinbeto Chapter Office Complex	2		\$ 2,000	2 \$ 1,000			
	Chinle Chapter House Churchrock Chapter Office	4	\$ 8,000		4 \$ 2,000 4 \$ 2,000	6 000 4 1 8 8 8 6 000 4		
	Coalmine Canyon Chapter House	4	\$ 6,000	\$ 4000	4 \$ 2,000	6.000		
The second second	Coppermine Chapter House Cornfield Chapter House Conference Room	2	\$ 3,000 \$ 8,000		2 \$ 1,000 4 \$ 2,000	3,000 2 0 6 0 0 0 4		
	Counselor Chapter House	4	6,000	1 1 (CO)	4 \$ 2,000	5.000		
11:50	Cove Chapter Cterk Office Coyote Canyon Chapter House	2 4		1 1 000 E	2 \$ 1,000 4 \$ 2,000	8,000 2 3,000 4		
	Crownpoint Chapter Hogan	4	8 6 000	1200	4 \$ 2,00	4		
	Crystal Chapter House Dennehotso Boarding School Library Media Center	4		\$ 4,000	4 \$ 2,000 4 \$ 2,000	9 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		
	Dilkon Community Administration Office	4	5 6.000	1424,004	4 \$ 2,000	A CONTRACTOR OF THE CONTRACTOR		
	Forest Lake Chapter Office Fort Defiance Chapter House	3		8 3,000	3 \$ 1,50 3 \$ 1,50			
	Gadiiahi Chapter House	4			4 \$ 2,00 4 \$ 2,00			
	Ganado Chapter House Greasewood Springs Chapter Admin Office	4	4 600 4 9 600	4,080	4 \$ 2,00 4 \$ 2,00			
	Hardrock Learning Center Hogback Chapter House	3			4 \$ 2,00 3 \$ 1,50			
a de la composição de l	Houck Chapter Arts & Crafts Building	4		1000	4 \$ 2,00			
	Huerfano Chapter House Conference Room Indian Wells Chapter Administration Building	4 4			4 \$ 2,00 4 \$ 2,00			
	Inscription House Adult Education Center	2	4		2 \$ 1,00			
	lyanbito Chapter House Computer Room Jeddito Chapter House	4			4 \$ 2,00 4 \$ 2,00			
	Kalbeto Chapter House	4			4 \$ 2,00			
	Kayenta Chapter House Kinlichee Chapter Conference Room	4 4		-	4 \$ 2,00 4 \$ 2,00			
	Klagetoh Chapter House	4			4 \$ 2,00			
	Lake Valley Chapter House Computer Room LeChee Chapter House	4	1 8,00			0 4 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		
	Leupp Chapter Youth Center Littlewater Chapter House	3 2	11.00			0 (
	Low Mountain Chapter House	4	建建筑		4 \$ 2,00			
	Lukachukai Chapter Computer Building Lupton Chapter House Conference Room	4 4			4 \$ 2,00 4 \$ 2,00	0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	Manuelito Chapter House	4	18 May 19 00	1 (190	4 \$ 2,00	0 4 5 6 000		
	Many Farms Chapter Administration Mariano Lake Chapter House Resource Room	4			2 \$ 1,00 4 \$ 2,00	00 1 300 300 300 300 300 300 300 300 300 30		
	Mexican Springs Chapter House	4	6.00	0 1 1 1000	4 \$ 2,00	XX 12 2 3 3 XX 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3		
化工艺工作的	Mexican Water Chapter House Nageezi Chapter House	3	1 650 1 450	C 1 2000	4 \$ 2,00 3 \$ 1,50	00 11 20 20 20 20 20 20 20 20 20 20 20 20 20		
	Nahata Dziil Chapter House	4	3 4 2 8,00	6 4 4,000	4 \$ 2,00	00 \$ 2000		
	Nahodishgish Chapter House Naschitti Chapter House Conference Room	4	6 6,00	d 4 4000		00 \$ 6,000 4		
	Navajo Mountain Chapter House	4	\$ 00	e \$ 4,000	4 \$ 2,0	00 8 6 000 4		
লি কি নি	Nazlini Chapter House Nenahnezad Chapter House	4	\$ 6,00	0 \$ 4000		20		
	Newcomb Chapter Assembly Room	. 4	\$ 8.00	6 4,000	4 \$ 2,0	00 1 4 4 4		
**	Oaksprings Chapter House Ojo Encino Chapter House	4		0 \$ 4,000		00 \$ 6,000 4 00 \$ 6,000 4		
	Oljato Chapter House Conference Room	4 4		6 \$ 4,000	4 \$ 2,0	00 8,000 4		
	Pine Dale Chapter House Pinon Chapter House	2	\$ 3,00	0 \$ 2,000	2 \$ 1,0	00 3,000 2		
	Pueblo Pintado Chapter House Ramah Chapter House	3 4		0 \$ 8,000		00 \$ 6,000 4		

	ELIGIBILITÝ			Budget Planning			Total Activity					
		Original Quantity of Granted			2006							
bal Community Name	Chapter or Location Name	Computers that	Amount Eligible				Total Budget . Per Location	Total PACs Replaced Location				
Name		Require Replacement		PAC Cost		ither igible						
	Red Mesa Chapter House	2			epiaceu Ex	enses 1,000 å	ALCOHOL: NO	7.00				
<u></u>	Red Rock Chapter House	2		\$ 2,000	2 \$	1,000	1.16. 2000					
	Red Valley Chapter Office Rock Point Community School	4 4	\$ 6,000 \$ 8,000		4 \$ 4 \$	2,000	8,000 8,000	24.2				
	Rock Springs Chapter Multi-Purpose Room	4	8 6,000	4 000	4 \$	2,000	6,000	70E 4				
	Rough Rock Chapter Conference Room	4	\$ 6,000		4 \$	2,000	8,000	4				
	Round Rock Chapter House San Juan Chapter Library Hall	3 4	\$ 4500 6 8000		3 \$ 4 \$	1,500 / 2,000 /	4,600 8,000	智妙 :				
	Sanostee Chapter House	4		1 4000	4 \$	2,000	8,000	4				
	Sawmill Chapter Administration Office	4	\$ 6,000		4 \$	2,000	8,000	4 4				
	Sheep Springs Chapter Administration Area	2	\$ 5,000		2 \$	1,000	\$ 9,000	2				
	Shiprock Boys & Girls Club Shiprock Chapter Government	4	8 8,000 8 8,000		4 \$	2,000	000 8 B	4 4				
	Shonto Chapter Conference Room	4	\$ 8,000		4 \$	2,000	6,000					
	Smith Lake Chapter Admin Bldg, Rm #2	4	\$ 8,000		4 \$	2,000		4				
NU S	St. Michael's Chapter House Standing Rock Chapter House	4 2	\$ 8,000		4 \$ 2 \$	2,000						
	Standing Hock Chapter House Steamboat Chapter Administration	4	9 000	4000	2 \$ 4 \$	2,000						
	Sweetwater Chapter Administration	4	6,000	F 4000	4 \$	2,000	8 100 E (O)	A CONTRACTOR OF THE PARTY OF TH				
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Totals			the desired the second	33.6		408		Table PAC's Replaced				
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Public #	Access Computer Cost Table						\$ 612,000	Grand Total Spent				
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2005	Nation Statement and Allegation and		388 7 A 86				在原始长点 。	Take Eligible Bires				
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	The pupose met with other eligible expenses are											
2006	aplications by Adobe and Microsoft. Additionally, extra supplies of internal floppy drives, hard drives, network cards, memory and other necessary internal components of purchased for replacement of faulty equipment on existing workstations.											
	<u> </u>											
	Complete public access computer systems (CPUs, monitors, keyboards and mice);											
6. 3°	Individual Components for upgrade (hard drives, additional memory, video, networking, or other cards) Any software for the public access computers;											
Eligibie	<u> </u>	to the passic access computers, such as extended warranty / technical support and replacement services purchased from the original equipment manufacturer or c										
	support vendor;							,				
Evponditure -	Installation and configuration / customization of security settings of the public access computers to ensure long-term sustainability (e.g., the purchase											
Expenditure			selle decede dell'h									
Expenditure Types	public access computer software or hardware secu											